

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PRICE AGREEMENT NUMBER: 239-0-3132

PAGE 1

COMMODITY/SERVICE DESCRIPTION: SOFTWARE, ORACLE

DATE ISSUED: 3/29/00

AGREEMENT PERIOD: 3/15/00 - 4/15/00

BUYER: LINDA ROCHE/act

Telephone No. (401) 222-2142 ext. 118

**APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan
Administrator, Purchasing Systems**

This is a notice of award, not an order. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under **AUTHORIZATION AND RELEASE**.

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
239-0-3132-1	942-87-1189 ORACLE CORPORATION 500 ORACLE PARKWAY RED SHORES, CA 94065	TELEPHONE #: 703-708-6859 TERMS: NET 30

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PAGE 2

ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in Request/Bid Number Promotional Pricing for the NE Aggregate ITS-08, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies (or political subdivisions of the State) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

If this is a Master Price Agreement (MPA), Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under AGREEMENT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data:

- [] Items listed in Attachment A – Pricing, which have had no release activity during the period,
- [] Billing volume, in total, by month,
- [] Shipment quantity during the quarter, by major classification (as identified by Attachment A - Pricing),
- [] Shipment quantity during the quarter, by item (as identified by Attachment A - Pricing),
- [] Shipment quantity during the quarter, by billing address (as identified by Attachment A - Pricing),
- [X] Other - Billing volume in total.

Reports must be submitted to the BUYER named in this notice at the address below.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing.

A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes.

DELIVERY - If this is a Master Price Agreement (MPA), vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will ship to the following address:

PRICING - All pricing shall be as described in Attachment A - Pricing, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing. Invoices for items not received or for work not yet performed will not be honored.

If this is a Master Price Agreement (MPA), vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will send invoices to the following address:

AGENCIES MUST FORWARD REQUIRMENTS FOR ORACLE SOFTWARE TO:

HOWARD BOKENBAUM
 OFFICE OF LIBRARY AND INFORMATION SERVICES
 ONE CAPITOL HILL
 PROVIDENCE, RI 02908

(OR E-MAIL HOWARDBM@DOS.STATE.RI.US)

**Oracle 2000 Aggregate Promotion License and Technical Support Purchase Pricing
 February 29, 2000 - April 15, 2000**

Item	Recommended Discount/Pricing	
	Oracle Baseline Pricing (1/15/1999)	Oracle e-business Pricing (2/29/2000)
Server/Integration Application Products	38% Discount off list price	38% Discount off list price
Technical Support	<ul style="list-style-type: none"> • First 12-months of technical support at no cost (Silver Level) • Fixed rate for years 2 through 5 (Silver Level) • Aggregate minimum - \$500,000 	<ul style="list-style-type: none"> • Calculate list support at 22% of list license (Silver Level) • Calculate discount based on sum of list license and first year list support applied to Discount Schedule*

*Discount Schedule	
Total Amount	Discount
\$0 - \$5,000	0%
\$5,001 - \$10,000	5%
\$10,000 - \$25,000	10%
\$25,001 - \$50,000	15%
\$50,001 - \$100,000	20%
\$100,001 - \$250,000	25%
\$250,001 - \$1,000,000	30%
Over \$1,000,000	Call for Pricing

Migration Matrix	
1 Concurrent Device of Network License	6 Power Units - Intel
1 Concurrent Device of Network License	4 Power Units - RISC
1 Concurrent Device of Network License	2 Named Users/Multi-Server
1 Named User of Network License	3 Power Units - Intel
1 Named User of Network License	2 Power Units - RISC
1 Named User of Network License	1 Named User Multi-Server